

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

REQUEST FOR PROPOSAL for Regional Shoreline Adaptation Strategy Facilitation and Process Support SFBC-P-19-16

Notice to Prospective Proposers

February 4, 2020

You are invited to review and respond to this Request for Proposal (RFP), entitled SFBC-P-19-16, Regional Shoreline Adaptation Strategy Facilitation and Process Support. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of San Francisco Bay Conservation and Development Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

For specific questions concerning this project and RFP.	Information about BCDC is available at BCDC's website:
Submit question(s) to Anna Yee Contracts Administrator E-mail: anna.yee@bcdc.ca.gov	https://www.bcdc.ca.gov/

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.



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** These documents are not required with the Proposal package but are required upon award of the contract.

A) Purpose and Description of Services

The San Francisco Bay is the largest estuary on the West Coast: it is home to 500 species, billions of dollars of public and private sector investment, and is one of the most urbanized estuaries in North America. Sea level rise (SLR) and flooding pose an unprecedented threat to the Bay, its people, natural resources, communities and infrastructure. While many local governments and special districts recognize the inevitability of a major flooding disaster and SLR inundating their Bayfront populations and commerce, no Bay-wide flood control authority exists, and no public agency has the financial ability or incentive to develop plans that prevent both local flooding and flooding in adjacent cities or counties or across the Bay. Complex land use requirements, regional stakeholder engagement, and evolving climate projections overlay all development projects, including large and small wetland restoration projects and the many hardscape flood control projects that will be needed to protect the shoreline.

San Francisco Bay Conservation and Development Commission (BCDC) was created in 1965 to protect and enhance San Francisco Bay and encourage the Bay's responsible and productive use for this and future generations. As we learn more about the potential impacts of climate change, particularly rising sea level rise, and its implications for shoreline development and the Bay's natural resources, BCDC has taken steps to address these impacts. This includes the groundbreaking Adapting to Rising Tides Program, which, since 2011, has worked with stakeholders around the Bay Area to understand their vulnerability to sea level rise and how future flooding will communities, businesses, infrastructure, and natural systems. Policy changes to the San Francisco Bay Plan have focused on promoting shoreline resilience in light of climate change.

Much of the responsibility for adaptation lies at the local (city or county) level, and in many areas around the Bay adaptation planning and implementation is proceeding. However, a regional effort to stitch this work together, create coordinated regional action, and provide resources and support is needed to find solutions to Bay-wide challenges, such as:

- Disproportionate impacts to disadvantaged communities;
- Unintended flood impacts in a closed Bay system;
- Other more pressing crises taking precedent;
- Near-term loss of wetlands, as the ecosystems on the frontlines;
- Economic hardship, with lack of financial tools and resources to meet financial needs;
- Lack of incentive to work across jurisdictions to solve joint problems;
- Lack of incentives for multi-benefit solutions; and
- No way to measure region-wide progress.

To address these cross jurisdictional, Bay-wide concerns, BCDC, in collaboration with public agencies and stakeholders, is leading the development of a Regional Shoreline Adaptation Strategy (RSAS). This joint initiative aims to lay out the actions necessary to adapt the Bay Area to rising sea level to protect people and the natural and built environment through a 6-month, collaborative action-setting process. It will bring together Bay Area regional leadership and communities to enable us to adapt better and faster to rising sea level. See Attachment A: Draft Regional Shoreline Adaptation Strategy Statement of Purpose, which describes the purpose, roles and high-level timeline of the workplan.

BCDC is seeking the services of a consultant (strategic planning facilitator) to assist the Planning Director and staff to:

- 1) Facilitate at least four (4) meetings of a Leadership Advisory Group to seek their input and commitment to the strategy, striving for consensus;
- 2) Co-design a collaborative, 6-month process to ensure that the development of the strategy addresses key regional priorities and incorporates a wide range of stakeholder perspectives. This will include a process for providing input and making consensus-driven decisions for the Leadership Advisory Group, Working Groups, and other public forum; and

- 3) Support the planning and developing of up to two (2) public workshop events to support the regional strategy, with substantial involvement and support from BCDC staff. Contractor will not be responsible for basic workshop logistics, outreach or the cost of materials or supplies.

B) Minimum Qualifications for Proposers

The individual or firm selected must have a minimum of eight years of exceptional experience in facilitating executive-level meetings and developing multi-stakeholder processes that result in shared agreements around complex environmental and policy issues. They should have subject-matter expertise in the policy areas relevant to strategy, including, but not limited to, climate change, coastal management, urban and regional planning, and environmental justice. BCDC envisions active discussions with BCDC and partner staff, executives, and elected officials over a relatively compressed 6-month timeframe. The consultant must be able to provide BCDC with an implementable roadmap to accomplish the work identified in Section A (above). Examples of successful consultant engagement processes, and reference checks with those engaged, will demonstrate to RFP decision makers of the applicant's abilities.

C) Proposal Requirements and Information

1) Key Action Dates

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	Tuesday, February 4, 2020
Written Question Submittal Deadline (submit to anna.yee@bcdcc.ca.gov)	Tuesday, February 11, 2020, 2 pm
Answers to Written Questions*	Thursday, February 13, 2020
Final Date for Proposal Submission	Tuesday, February 18, 2020, 3:00 P.M.
Evaluation of Proposal Package/Cost	Wednesday, February 19, 2020
Post Notice of Intent to Award	Friday, February 21, 2020
Final day to file a protest	Friday, February 28, 2020
Proposed Award Date	Friday, March 6, 2020

*Question and answer sets will be posted on Cal eProcure as an addendum to this RFP. Please note, in order to be automatically noticed of any changes to the solicitation, bidders need to be logged into their Cal eProcure accounts, and have clicked the "Accept Invitation" button for this solicitation.

2) Budget, Term, Cost Detail Format and Method of Payment

- a) **Budget and Term.** The Commission has budgeted up to \$35,000.00 for the consultant services described above. Note: Although BCDC has budgeted up to \$35,000.00; BCDC is anticipating it will take only \$30,000.00 to complete the work. It is expected that work on the project will begin approximately March 6, 2020 and be completed by September 30, 2020.
- b) **Cost Detail Format.** The proposed rate should be for the hourly rate of payment charged by the consultant who would work on the project. The rate should include overhead and any indirect costs.

- c) **Method of Payment.** The selected consultant will be reimbursed no more than once a month, on a task-completed basis; the payment rate quoted will be all-inclusive for overhead.

3) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal. The proposal must include:
- 1) **Statement of Project.** A brief statement of the entire project as seen by the prospective consultant.
 - 2) **Work Plan.** The prospective consultant shall develop a work plan or schedule for task completion, including major tasks, necessary subtasks, and/or specific milestones by which progress can be measured and payments made.
 - 3) **Description of Qualifications.** A brief description of the prospective consultant's qualifications and experiences developing successful multi-stakeholder driven processes and leadership level facilitation. The **resume(s)** of the assigned key person(s) working under the contract shall be included in the Proposal.
 - 4) **Cost.** The hourly rate(s) charged by the prospective consultant who would work on the project and include unit prices for tasks listed in a separate sealed enveloped marked "COST PROPOSAL – DO NOT OPEN"
 - 5) **Samples of Work.** Two samples of the prospective consultant's work which most closely correspond to the consultant work being requested by BCDC.
 - 6) **Required Attachments.** Complete and include all required attachments. See Page 10 - Attachment 1.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to San Francisco Bay Conservation and Development Commission by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates (page 4). Proposals received after this date and time will not be considered.
- d) A minimum of three (3) copies of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

San Francisco Bay Conservation and Development Commission
Attn: Anna Yee, Contracts Manager
375 Beale Street, Suite 510
San Francisco, CA 94105

(Regional Shoreline Adaptation Strategy Facilitation and Process Support)
(SFBC-P-19-16)

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section F, Required Attachment Checklist (see page 10). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

- h) Mail or deliver proposals to the following address:

San Francisco Bay Conservation and Development Commission
Attn: Anna Yee, Contracts Manager
375 Beale Street, Suite 510
San Francisco, CA 94105

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 11. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

4) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.

d) Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 75 points must be achieved in this phase to be considered responsive. (A responsive proposal is one which meets or exceeds the requirements stated in this RFP.) A minimum of 60% of possible points (e.g., 6 of 10 points) must be achieved for each rating/scoring criteria.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Statement of Project	10
Work Plan	35
Description of Qualifications and Experience	20
Samples of Work	20
Cost	<u>40</u>
Total Points	125
Small Business Preference (If you are certified Small Business, the proposer will be awarded 5% Preference)	<u>6.25</u>
TOTAL POSSIBLE POINTS	131.25

5) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of San Francisco Bay Conservation and Development Commission, 375 Beale Street, Suite 510, San Francisco, CA 94105 and on the following Internet site: <https://www.bcdc.ca.gov> for five (5) working days prior to awarding the agreement.

- b) If any proposer, prior to the award of agreement, files a protest with the San Francisco Bay Conservation and Development Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the San Francisco Bay Conservation and Development Commission a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on page 14 or the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on page 16 or the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>.

6) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

- a) Performance shall start not later than March 6, 2020, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Program

Small Business Preference - <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>. Section 14835 et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of small business, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and DVBE Services (OSDS) by 4:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

E) Disabled Veteran Business Enterprise (DVBE) Participation Program

BCDC has been able to meet our 3% DVBE goals through other contracts. Therefore, BCDC has elected to waive the DVBE Participation requirement for this solicitation.

F) Required Attachments.

See pages 10 through 24 for Attachments 1 through 9.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified on page 5, **Item 3) Submission of Proposal** and the attachments listed below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Proposer References
_____ Attachment 4	Payee Data Record (STD 204)** (if currently not on file)
_____ Attachment 5	Contractor Certification Clauses (CCC 04/2017)** (if currently not on file) The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .
_____ Attachment 6	Bidder Declaration, GSPD-05-105
_____ Attachment 7	Commercially Useful Function Certification, <i>if applicable*</i>
_____ Attachment 8	Disabled Veteran Business Enterprise Declaration (DGS PD 843), <i>if applicable*</i>
_____ Attachment 9	Darfur Contracting Act Certification

*Complete and return only if applicable.

**These documents are not required with the Proposal package but are required upon award of the contract.

ATTACHMENT 2PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in triplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </div> </div> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____</p>		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the

Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

1	INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.																				
2	BUSINESS NAME (As shown on your income tax return)																				
	SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL (Name as shown on SSN or ITIN) Last, First, MI						E-MAIL ADDRESS														
	MAILING ADDRESS					BUSINESS ADDRESS															
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE															
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div style="width: 45%;"> CORPORATION: <input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="radio"/> LEGAL (e.g., attorney services) <input type="radio"/> EXEMPT (nonprofit) <input type="radio"/> ALL OTHERS </div> </div>																				
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC (Disregarded Entity) </div> <div style="width: 45%;"> ENTER SSN OR ITIN: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> </div> </div>																				
	<small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</small>																				
4	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. <div style="display: flex; justify-content: space-between;"> <input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached. </div> </div> <div style="width: 45%;"></div> </div>																				
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.																				
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)					TITLE		TELEPHONE (include area code)													
	SIGNATURE					DATE		E-MAIL ADDRESS													
6	Please return completed form to:																				
	DEPARTMENT/OFFICE					UNIT/SECTION															
	MAILING ADDRESS					TELEPHONE (include area code)			FAX												
	CITY	STATE	ZIP CODE	E-MAIL ADDRESS																	

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BIDDER DECLARATION**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

COMMERCIALLY USEFUL FUNCTION CERTIFICATION

A business performing a commercially useful function is one that does all of the following. Please check YES or NO to the following questions.

1. Is responsible for the execution of a distinct element of the work of the contract.

☐ Yes ☐ No

2. Carries out its obligation by actually performing, managing, or supervising the work involved.

☐ Yes ☐ No

3. Performs work that is normal for its business services and functions.

☐ Yes ☐ No

4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

☐ Yes ☐ No

5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

☐ Yes ☐ No

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, microbusiness or disabled veteran business enterprise participation.

I hereby certify that the responses provided are true and correct.

Company Name: _____

Authorized Representative Name and Title: _____

Signature: _____

Date: _____

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)_____
(Signature of DV Owner/ Manager)_____
(Date Signed)_____
(Printed Name of DV Owner/Manager)_____
(Signature of DV Owner/Manager)_____
(Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)_____
(Signature)_____
(Date Signed)_____
(Address of Owner)_____
(Telephone)_____
(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)_____
(Signature of DV Manager)_____
(Date Signed)

Page ____ of ____

PRINT

CLEAR

ATTACHMENT 9

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General
 Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section
 10477(b). A copy of the written permission from DGS is included with our bid or
 proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

- SAMPLE -

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

SFBC-P-19-16

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

San Francisco Bay Conservation and Development Commission

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

March 2, 2020

THROUGH END DATE

September 30, 2020

3. The maximum amount of this Agreement is:

\$35,000 (Thirty-Five Thousand Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	TBD
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (04/2017)	
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

San Francisco Bay Conservation and Development Commission

CONTRACTING AGENCY ADDRESS

375 Beale Street, Suite 510

CITY

San Francisco

STATE

CA

ZIP

94105

PRINTED NAME OF PERSON SIGNING

Lawrence J. Goldzband

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Contractor Name
Agreement Number SFBC-P-19-16
Page 1 of 1

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to San Francisco Bay Conservation and Development Commission (BCDC) facilitation services as described herein:

Provide facilitation services for the Regional Shoreline Adaptation Strategy (RSAS).

2. The services shall be performed at the Bay Area Metro Center, 375 Beale Street, San Francisco. The meeting location may change upon notice.

3. The project representatives during the term of this agreement will be:

State Agency: San Francisco Bay Conservation and Development Commission	Contractor: TBD
Name: Jessica Fain, Planning Program Director	Name:
Phone: 415-352-3642	Phone:
Email: Jessica.fain@bcdcc.ca.gov	Email:

Direct all inquiries to the parties listed above.

4. **Description of Represented Tasks and Deliverables**

TBD

Contractor Name
Agreement Number SFBC-P-19-16
Page 1 of 2

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number, date of service, a brief itemized description of the services for which payment is requested and shall be submitted in triplicate not more frequently than monthly in arrears to:

San Francisco Bay Conservation and Development Commission
Attn: Contracts
375 Beale Street, Suite 510
San Francisco, CA 94105

2. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

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EXHIBIT D (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Resolution of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with BCDC, Executive Director or his designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director or his designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ATTACHMENT A

Regional Shoreline Adaptation Strategy for the Bay Area

Statement of Purpose

The **Regional Shoreline Adaptation Strategy (RSAS)** is a joint initiative to lay out the actions necessary to adapt the Bay Area to rising sea level to protect people and the natural and built environment. This 6-month, collaborative action-setting process to address rising sea level will bring together Bay Area regional leadership and communities to enable us to:

Adapt Better

- Reduce risk
- Elevate local adaptation
- Prioritize and act regionally

Adapt Faster

- Fast-track implementation
- Remove barriers
- Unlock and align funding + financing

The result of this initiative will be a shared **Joint Platform**, based on a set of **Guiding Principles** for adaptation in the Bay Area. This Joint Platform will include 10 – 15 priority actions that the region must take (planning, funding, permitting, policy, etc.). At the end of this process, all members of the Leadership Advisory Group will consider **making a commitment** to adopt and endorse the Joint Platform in their various roles and play a leadership role in implementation.



Why a regional strategy?

We all know that rising sea level will dramatically affect our way of life in the Bay Area, from our daily commute, the goods and services we depend on, the places we live and work, and the natural spaces that make the Bay Area a beautiful place to live. Much of the responsibility to adapt to rising sea level lies at the local level. However, local initiatives alone will lead to suboptimal regional and local outcomes, such as:

- Disproportionate impacts to disadvantaged communities
- Unintended flood impacts in a closed Bay system
- Other more pressing crises taking precedent
- Near-term loss of wetlands, as the ecosystems on the frontlines
- Economic hardship, with a lack of financial tools and resources to meet the needs
- Lack of incentive to work across jurisdictions to solve joint problems
- Lack of incentives for multi-benefit solutions
- No way to measure progress

Regional action on climate change requires collective will, regionwide implementation and broad leadership – no one agency or entity can or should do it alone. The RSAS will build a new type of regional collaboration among agencies and stakeholders based on a strong foundation of climate science, planning and local and regional needs.

How will it work?

The Joint Platform will be shaped by, and vetted against, a set of Guiding Principles developed by the Leadership Advisory Group. Several Working Groups, comprised of Leadership Advisory Group members and others, will have the opportunity to identify action ideas, prioritize them, and refine them. The Working Groups, supported by BCDC staff and others, will research and analyze them for feasibility and potential tradeoffs. Once finalized, the actions will

be compiled into a single document – the Joint Platform – which then will be adopted by the Leadership Advisory Group and other entities throughout the Region involved in adapting to rising sea level.

Decision-Making Framework: Striving for Consensus

The Regional Shoreline Adaptation Strategy will only succeed if the participating agencies and organizations commit to implementing the strategy. The group will explore and then refine a prioritized set of recommended actions and will strive for consensus. The definition of consensus spans the range from strong support to neutrality, to abstention, to “I can live with it.” A participant can even “stand aside” and let a recommendation move forward. These all represent consensus agreement.

Roles and Responsibilities

<i>Leadership Advisory Group</i>	A diverse group of Bay Area leaders from public agencies, interest groups and academia that provide direction, vet proposals, and, ultimately, make a commitment to implement the Joint Platform across their organizations.
<i>Working Groups</i>	Working Groups will develop and refine proposals in detail. Each Working Group will be co-chaired by two Leadership Advisory Group members and staffed by BCDC staff and others. Working Groups will present their ideas to the Leadership Advisory Group.
<i>Public Forum</i>	Workshops open to the public will occur periodically throughout the process.
<i>Guiding Principles for RSL</i>	A set of shared beliefs and values that can document joint interests, act as a reminder of commitment, provide shared accountability and act as evaluation criteria for regional decision-making.

Key Terms

Guiding Principles	A series of statements that articulate clearly and concisely shared beliefs and values that should guide regional adaptation decisions. As actions are identified for inclusion in the Joint Platform, they should align with the Guiding Principles.
Action Areas	The main categories of “levers” available to influence Bay Area adaptation including technical assistance, regional guidance, local capacity, permitting, funding, and legislation. Proposals will be developed for each Action Area.
Actions	Actions are specific recommendations that address one of the hurdles in Bay Area regional adaptation. Actions are short (1-2 pages in length) and lay out a brief summary, desired effect, references/models, responsibility entity, timeframe, pathway to implementation, and a more detailed proposal.
Joint Platform	The compiled set of actions create the Joint Platform. Many constituents will help implement the Joint Platform’s proposals. The goal is for all members of the Leadership Advisory Group to commit to implementing the Joint Platform

